

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by Tompkins County, The History Center in Tompkins County, Tompkins County Chamber of Commerce, Inc., Wharton Studio Museum, the Center for Transformative Action d/b/a the Dorothy Cotton Institute, the Center for Transformative Action d/b/a the Sustainability Center, Ithaca Aviation Heritage Foundation, Community Arts Partnership, Historic Ithaca, and the Discovery Trail on the dates below indicated for the purpose of making a commitment to the development and participation in the Tompkins Center for History and Culture, and in furtherance thereof, the parties agree and state as follows:

WHEREAS, Tompkins County (“County”) has committed funds for the purpose of the purchase of the Tompkins Trust Company building located at 110 North Tioga Street, Ithaca, New York, on the Ithaca Commons, and is engaged in negotiation of the purchase agreement with the Tompkins Trust Company; and

WHEREAS, the parties have entered into extensive discussions regarding the formation of a coalition of not-for-profit groups with the common purpose of documenting, supporting, and celebrating our common history and culture to be housed in a common location in the County envisioned as the Tompkins Center for History and Culture (“TCHC”); and

WHEREAS, it is the intent of the parties to use the Tompkins Trust Company building as the home of the TCHC; and

WHEREAS, all of the parties wish to define their respective rights and responsibilities, and their commitment to participation in the TCHC;

THEREFORE, it is agreed and understood:

The Building

1. The County has entered into a separate Memorandum of Understanding with the owner of the property located at 110 North Tioga Street, Ithaca, New York, on the Ithaca Commons, and is engaged in negotiation of a sale and purchase agreement with the Tompkins Trust Company. It is anticipated that the purchase of the building will close in the spring of 2018.
2. Upon closing of the purchase of the building, it is the intent of the parties that renovations of the building will occur, followed by the occupancy of the parties to this Memorandum of Understanding (“MoU”) as tenants in the building (“Tenant Parties”), other than The County, which shall be the landlord.
3. A timeline for the closing, renovations and occupancy are included herein in Schedule A to this MoU. The dates shown are approximate and may change.

4. The Tenant Parties agree to negotiate a lease of a portion of the TCHC pursuant to the approximate rent and square footage shown on Schedule B to this MoU. The parties understand and agree that the design of the interior space of the TCHC is underway, so that the final layout of the TCHC may change and the space and square footage allocated to a particular Tenant Party may change from what is currently shown on Schedule B.
5. The parties agree to negotiate leases between the individual Tenant Parties and The County as in the template lease shown on Schedule C to this MoU. It is understood that the commencement date for the individual Tenant Parties will vary depending upon the completion of the renovations of the TCHC, and the termination date for each of the particular Tenant Parties. It is the intent that the leases, while having various commencement dates, shall be coterminous.
6. It is understood and agreed that some participants in the TCHC may not be directly entering into a lease agreement, but are executing this Agreement as users of the TCHC facilities and services.

The Renovations

7. After the closing on the purchase of the TCHC, The County shall be responsible for the completion of the renovations to the existing building to allow its use as the TCHC. The County shall solicit bids and award a contract to a general contractor for the construction of the improvements to the building. The improvements to the building shall consist of performance of code compliance improvements (“Code Work”) and construction of the improvements to accommodate the use of the building by the Tenant Parties (“Tenant Work”) as the TCHC. The current Code Work and Tenant Work are described on Schedule D to this MoU.
8. The County is responsible for retention of a design company for the Code Work, completion of the design and preparation of the design drawings, schematics, specifications, and general plans for the Code Work.
9. The Tenant Parties are responsible for retention of a design company for the tenant Work, completion of the design and preparation of the design drawings, schematics, specifications, and general plans for the Tenant Work. The County shall have the right to review and approve the Tenant Work.
10. The County and the Tenant Parties shall cooperate in the completion of the design work and the preparation of common design drawings, schematics, specifications, and general plans for the overall construction of the TCHC.
11. It is understood and agreed that the completion of the Code Work is necessary to allow occupancy of the building and, in the event that sufficient funds are not available to finance all of the construction work that is contemplated by the Code Work and the Tenant Work, the Code Work shall have priority.

Capital Campaign

12. The Tenant Parties have agreed to finance the cost of the Tenant Work through a joint capital campaign (“Campaign”). The Tenant Parties have further agreed to provide \$450,000.00 from the Campaign towards the cost of the Code Work, which financing shall be provided through the Campaign.
13. The Campaign is underway. The individual Tenant Parties have designated Campaign Co-Chairs who shall direct and lead the Campaign. The Campaign goal is \$1,750,000.00.
14. As indicated above, if the Campaign does not achieve the full Campaign goal, the parties shall apply funds as necessary to first allow occupancy of the building and then as agreed by the Tenant Parties for purposes of their operations. While in the event of a Campaign shortfall, a full evaluation of construction funding priorities would depend upon an assessment of the remaining renovation work to be completed and the available funds, the parties understand and agree to the following prioritized implementation order:

Completion of code work necessary for occupancy.

Completion of structural renovations to the Building necessary for occupancy.

Completion of Building systems including HVAC, plumbing, electrical, security and telecommunications systems necessary for occupancy.

Completion of Building envelope construction necessary to secure and insulate the exterior of the Building.

Completion of non-structural elements of construction (e.g. walls, ceilings, entrances and doorways) in order to complete the design.

Completion of the fit and finish in the public spaces (e.g. Building entrance, display areas, public hallways, conference rooms, public restrooms).

Completion of the fit and finish in the non-public tenant common areas (e.g. hallways, non-public restrooms, kitchen).

Completion of the fit and finish in the non-public tenant office and storage spaces.

15. In the event of a Campaign shortfall that requires establishing of construction funding priorities, the Campaign would continue beyond the occupancy dates to allow completion of the full schedule.
16. The Tenant Parties agree to participate in and support the Campaign as described in this MoU, including the following: cooperate with and assist the Campaign Co-Chairs in conducting the Campaign; share their lists of supporters with the Campaign and, if requested, attend meetings with potential donors to request support; allow the use of their names on Campaign materials that are used in support of the Campaign; attend

Campaign events, and; assist with the administrative work of the campaign as requested.

17. The History Center has agreed to act as the not-for-profit corporate entity for purposes of the Campaign. However, the Campaign shall be separately identified and operated from The History Center. The History Center shall pay the Campaign costs and accept donations on behalf of the Campaign and shall create a segregated bank account for deposit of Campaign donations. The History Center shall separately account for the Campaign expenses and donations from its own operations. The financial information of the Campaign shall be available for review by all parties upon reasonable notice throughout the Campaign.
18. The County is investing public funds into the purchase of the building, and a portion of the cost of the Code Work. The County will not participate directly in the Campaign, including the solicitation of funds from potential donors.

Governance

19. It is the intent of the parties that the Tenant Parties shall be responsible for the internal operation of the TCHC once it is opened and the Tenant Parties have commenced their individual leases.
20. Each of the tenant Parties agrees to participate prior to the opening of the TCHC in the formation of the governance system for the TCHC.
21. Upon opening of the TCHC, the Tenant Parties agree to conduct operations pursuant to a set of common rules. A draft set of the rules are attached as Schedule E to this MoU. It is understood that these rules will be amended as development of the governance systems for the TCHC are developed.
22. The individual Tenant Parties agree that upon the opening of the TCHC, they shall continue to cooperate with and serve on a joint governance committee to be formed for the purpose of guiding the internal operation of the TCHC.
23. It is the intent of the parties that the Tenant Parties shall participate in the selection of new tenants in the future in the event space in the building becomes available. A draft of the process for new tenant selection is attached as Schedule F to this MoU. It is understood that this new tenant selection process will be amended as development of the governance systems for the TCHC are developed.

Miscellaneous

24. The execution of this MoU is meant to state the good faith intentions of all of the parties and to clarify the purpose of the TCHC. This MoU is contingent upon the occurrence of several events, including the execution of a Sale and Purchase Agreement between the County and the Tompkins Trust Company, the execution of leases between the County and the individual Tenant Parties, the continuation and completion of the Campaign, and the completion of the construction of the Code Work and the Tenant Work such that occupancy of the building is allowed.

25. The parties agree to maintain confidentiality of information received from another party, to the extent such information is not intended to be public information, is not released independently by a third party to the public, or is not required to be produced through a court order or proceeding. In particular, the Tenant Parties shall maintain the confidentiality of donor information of other Tenant Parties obtained as a result of the Campaign.
26. Each of the parties shall designate a person, or persons, to receive notices on behalf of the individual parties regarding the project. This person shall be an officer of the organization, so that there is no lapse in representation.
27. The County has executed a resolution authorizing it to proceed with the purchase of the Building and to proceed with development of the improvements. Each of the Tenant Parties agrees to prepare and execute a resolution authorizing an individual to execute this MoU on behalf of their respective organizations.

Executed on the date indicated:

Tompkins County	Signature/Printed Name/Date
The History Center in Tompkins County	Signature/Printed Name/Date
Tompkins County Chamber of Commerce, Inc.	Signature/Printed Name/Date/notification
Wharton Studio Museum	Signature/Printed Name/Date/notification
Center for Transformative Action d/b/a	
Dorothy Cotton Institute	Signature/Printed Name/Date/notification
Center for Transformative Action d/b/a	
Sustainability Center	Signature/Printed Name/Date/notification
Ithaca Aviation Heritage Foundation	Signature/Printed Name/Date/notification
Historic Ithaca	Signature/Printed Name/Date/notification
Discovery Trail	Signature/Printed Name/Date/notification

Schedule A Timeline

Schedule B Rent and square footage and layout of space for Tenant Parties

Schedule C Template Lease

Schedule D Code Work and Tenant Work

Schedule E Governance Rules

Schedule F New Tenant Selection Process